COMMON-LAW MARRIAGE.—Although the presumption generally, as shown by the note in 14 L. R. A. 364, is that a cohabitation which was meretricious in the beginning continues to be so, it is held, in *Schuchart* v. *Schuchart* (Kan.), 50 L. R. A. 180, that, where a man and woman were formally married, in good faith, intending to assume the marital relation, though one of them was in reality under disability of former marriage from which a decree of divorce that had been obtained was not yet effective, their continuance of cohabitation after the removal of the disability was sufficient to establish a common-law marriage.

PARENT AND CHILD—FATHER'S LIABILITY FOR NECESSARIES.—In *Peacock* v. *Linton* (R. I.), 47 Atl. 887, it is held that a father is not responsible for the tutoring of his son in vacation, where the father made no contract with the tutor, and was not aware that the service was being performed.

The decision is based on the ground that where the child is living with the father and subject to his control, it is for the father to decide what are necessaries for the child, in the absence of proof of palpable omission of parental duty. This is in accordance with the doctrine enunciated by Prof. Vance, in 6 Va. Law Reg. 585, 594.

INJUNCTION — RESTORATION OF STATUS ALTERED DURING PENDENCY OF PROCEEDINGS.—The right to an injunction to compel the restoration of a stairway in favor of the owner of an easement in the use of it was sustained in *Ives* v. *Edison* (Mich.), 50 L. R. A. 134, where after refusal of permission to change its location and during the pendency of an appeal from a decision denying an injunction against invasion of the easement the stairway had been removed from its original place. The fact that the cost of restoration might be greater than the injury to the complainant was not deemed sufficient to defeat the remedy in such a case.

CHATTEL MORTGAGES—ANIMALS—DESCRIPTION—SUBSEQUENT CHANGE OF COLOR.—The case of *Turpin* v. *Cunningham* (N. C.), 37 S. E. 453, illustrates a novelty in natural history if not in legal doctrine.

A leopard may not change his spots, and the fuller crimson of the robin and the wanton lapwing's other crest are mere temporary, springtime ornaments. But it is judicially certified in this case that a horse may permantly change his coat, so that his own mother would not know him.

When the animal in question was mortgaged to the plaintiff he was a bay, and so described in the mortgage. What happened later is thus narrated by the court: "At the time and prior to the time defendant purchased said horse, he had entirely changed color, from some natural or unnatural cause, until he was not a bay horse, but a *white and spotted* horse, without any appearance of bay whatever."

The defendant having bought the horse from the mortgagor, without actual notice of the mortgage (which was duly recorded) defended an action by the mortgagee for the recovery of the animal, on the ground that the registry of the mortgage of a "bay" horse could not affect him with notice, after the animal had in a most un-horse like fashion, changed his color to "white and spotted." But